



#12

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No.: 20162PDA (MGU-0006)
Inventors: Kennedy et al.
Serial No.: 09/918,396
Filing Date: July 30, 2001
Examiner: Not yet assigned
Group Art Unit: Not yet assigned
Title: Protein Tyrosine Phosphatase-1B
(PTB-B) Deficient Mice and Assays
for PTP-1B Modulators

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Technology Center 2600

U.S. Patent & Trademark Office
P.O. Box 2327
Arlington, VA 22202

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TECH CENTER 1600/2900

Dear Sir:


POWER OF ATTORNEY WITH REVOCATION

Revoking any and all powers of attorney heretofore given in the matter of the above-entitled application, the undersigned, assignee of the entire interest in the above-identified application, hereby appoints Licata & Tyrrell P.C., Jane Massey Licata, Registration No. 32,257, Kathleen A. Tyrrell, Registration No. 38,350, Laura Plunkett, Registration No. 45,015, and, Bridget C. Sciamanna, Registration No. 47,333, of Marlton, New Jersey, as attorney, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith.

Send all future correspondence and address all telephone calls
to:

Jane Massey Licata, Esquire
Licata & Tyrrell P.C.
66 E. Main Street
Marlton, New Jersey 08053
Phone: (856) 810-1515
Fax: (856) 810-1454

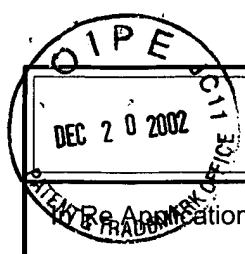
Respectfully submitted,



McGill Univeristy
Name: Michael Stern
Title: Officer, Technology Transfer

Date: October 28, 2002

2662



TRANSMITTAL LETTER
(General - Patent Pending)

Docket No.
MGU-0006

Application Of: Kennedy et al.

Serial No.	Filing Date	Examiner	Group Art Unit
09/918,396	July 30, 2001	Not yet assigned	2662

Title: Protein Tyrosine Phosphatase-1B (PTB-B) Deficient Mice and Assays for PTP-1B Modulators

TO THE ASSISTANT COMMISSIONER FOR PATENTS:

Transmitted herewith is:

Executed Power of Attorney with Revocation and Certificate under 37 CFR 3.73(b)

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in the above identified application.

- ☒ No additional fee is required.
- ☐ A check in the amount of _____ is attached.
- ☒ The Assistant Commissioner is hereby authorized to charge and credit Deposit Account No. 50-1619 as described below. A duplicate copy of this sheet is enclosed.
- ☐ Charge the amount of _____
- ☒ Credit any overpayment.
- ☒ Charge any additional fee required.

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Jane Massey Licata

Signature

Dated: December 16, 2002

Jane Massey Licata, Registration No. 32,257

LICATA & TYRRELL P.C.
66 East Main Street
Marlton, New Jersey 08053
Tel: 856-810-1515
Fax: 856-810-1454

I, Jane Massey Licata, Registration No. 32,257, certify that this correspondence is being deposited with the U.S. Postal Service as First Class mail in an envelope addressed to the U.S. Patent and Trademark Office, P.O. Box 2327, Arlington, VA 22202.

On this date: December 16, 2002

Jane Massey Licata

Jane Massey Licata, Registration No. 32,257

CC:



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Inventors: Kennedy et al.
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CERTIFICATE UNDER 37 CFR 3.73(b)

McGill University, a corporation certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventor(s) of the patent application identified above. The assignment is attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own belief are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Michael Stern
Signature

October 28, 2002
Date

Michael Stern
Typed or printed name

Officer, Technology Transfer
Title

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Attorney Docket No.: MGU-0006

A S S I G N M E N T

WHEREAS, Merck Frosst Canada & Co. hereinafter referred to as the assignor, having a place of business at 16711 Trans-Canada Highway, Kirkland, Quebec, Canada H9H 3L1, is the assignee of certain rights of certain inventions or improvements for an application for Letters Patent of the United States, identified as Serial No. 09/918,396, filed July 30, 2001, entitled Protein Tyrosine Phosphatase-1B (PTP-1B) Deficient Mice and Assays for PTP-1B Modulation; and assigned to Merck Frosst Canada & Co. in an Assignment sent for recording November 23, 2000; and

WHEREAS, McGill University hereinafter referred to as the assignee, of 3550 University Street, Montreal, QC, Canada H3A 2A7, a corporation of Canada, is desirous of acquiring the entire right, title and interest with the exception of certain rights reserved to assignor, as recited below in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patents which may be granted on or as a result thereof in any and all countries; and

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, with the exception of the reserved rights listed in the following paragraph, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any re-issue or re-issues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in assignor's name applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by assignor had this assignment, sale and transfer not been made.

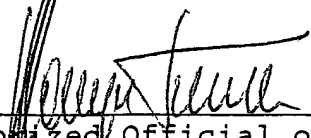
Assignor reserves a fully paid-up, worldwide, non-revocable, non-royalty bearing license to practice the inventions defined in claims 22 and 23 of International Patent Application No. PCT/CA99/00675 in so far as those inventions are claimed in U.S. Patent Application Serial No. 09/918,396 and any divisionals, continuations, continuations-in-part, reissues, or reexaminations

of U.S. Patent Application Serial No. 09/918,396 as well as any foreign counterparts. An invention shall be the same invention as the inventions defined in claims 22 and 23 of International Patent Application No. PCT/CA99/00675 if that invention is the same as, or obvious over, the inventions defined in claims 22 and 23 of International Patent Application No. PCT/CA99/00675, assuming the inventions defined in claims 22 and 23 of International Patent Application No. PCT/CA99/00675 to be prior-art. This fully paid-up, worldwide, non-revocable, non-royalty bearing license will extend to the parent company of assignor, Merck & Co., Inc., a New Jersey corporation, having offices at One Merck Drive, Whitehouse Station, NJ 08889, as well as all affiliates of Merck & Co., Inc., where affiliates means any corporation, association or other entity which directly or indirectly controls, is controlled by, or is under common control with, Merck & Co., Inc. Control shall mean direct or indirect beneficial ownership of 50% or more of the voting or equity interest in such corporation, association or other entity.

AND hereby covenants that assignor has full right to convey the entire interest herein assigned, and has not executed and will not execute any agreement in conflict herewith, and further covenants and agrees that each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees or legal representatives, and agrees to communicate to said assignee, or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents of applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, assignor has hereunto set its seal.


_____(L.S.)
Authorized Official of
Merck Frosst Canada & Co.
Title:

Witnessed by:

(Please print)

Name:

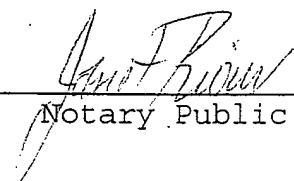
Address:

Dated: _____

(Complete if signing before a Notary Public)

SS

On this 3rd day of MAY, 2002, before me personally came the above named MERVYN TURNER to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.



Notary Public

